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3 **UNITED STATES DISTRICT COURT**

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5 **DISTRICT OF NEVADA**

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8 FSP STALLION 1, LLC, *et al.*,

9 Plaintiffs,

10 v.

11 MICHAEL LUCE, *et al.*,

12 Defendants.

Case No. 2:08-CV-01155-PMP-PAL

ORDER

13 AND ALL RELATED CLAIMS
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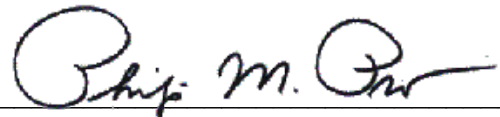
16 Having read and considered Plaintiffs' Motion for Summary Judgment As To the
17 Ninth Claim of Relief In the First Amended Complaint (Breach of Contract) Against
18 Defendant Stallion Mountain LeaseCo, LLC (Doc. #448), Defendant Stallion Mountain
19 LeaseCo, LLC's Opposition (Doc. #467) and Plaintiffs' Reply Memorandum (Doc. #482)
20 and having further considered the arguments of counsel presented at the hearing
21 conducted August 11, 2011, the Court finds Plaintiffs' Motion for Summary Judgment As
22 To the Ninth Claim of Relief In the First Amended Complaint (Breach of Contract)
23 Against Defendant Stallion Mountain LeaseCo, LLC (Doc. #448) should be granted.

24 Plaintiffs' Ninth Claim for Relief against Defendant Stallion Mountain LeaseCo,
25 LLC ("LeaseCo") alleges a straight forward claim for breach of a written Master Lease
26 Agreement dated February 28, 2006. It is undisputed that Plaintiffs and LeaseCo are
27 parties to the Master Lease Agreement, and that since June 2007, LeaseCo has failed to
28 pay the rent required under the Lease. The record clearly establishes that LeaseCo

1 breached the Master Lease Agreement, and LeaseCo has failed to demonstrate a genuine
2 issue of material fact concerning causation of damages. Plaintiffs' rejection of LeaseCo's
3 proposal for a turf-reduction program violated no obligation under the Lease, and the turf-
4 reduction program implemented by Plaintiffs occurred after LeaseCo's breach of the
5 Master Lease Agreement. Additionally, no genuine issues of material fact remains
6 concerning the amount of damages to which Plaintiffs are entitled by virtue of LeaseCo's
7 breach. Plaintiffs' calculation of rent due in the amount of \$3,258, 998.00 is consistent
8 with pertinent provisions of the Master Lease Agreement.

9 **IT IS THEREFORE ORDERED** that Plaintiffs' Motion for Summary Judgment
10 As To the Ninth Claim of Relief In the First Amended Complaint (Breach of Contract)
11 Against Defendant Stallion Mountain LeaseCo, LLC (Doc. #448) is **GRANTED**, and
12 that the Clerk of Court shall forthwith enter Judgment in favor of Plaintiffs, and against
13 Defendants Stallion Mountain LeaseCo, LLC on Plaintiffs' Ninth Claim for Relief of
14 Breach of Contract in the sum of \$3,258,998.00.

15 DATED: August 15, 2011.

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18 PHILIP M. PRO
19 United States District Judge
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